

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

INGRAM BARGE COMPANY, LLC,)
)
Plaintiff,)
)
v.) Case No. 3:19-cv-01030
) Judge Aleta A. Trauger
BUNGE NORTH AMERICA, INC.,)
)
Defendant.)
)

ORDER

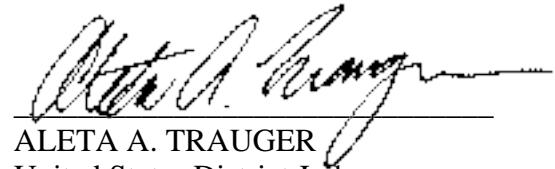
The parties' Joint Motion to Clarify Order Granting Leave to Appeal (Docket No. 34) is hereby **GRANTED**. The court's Order of May 18, 2020 (Docket No. 33) is hereby **VACATED**. The court finds that its Order of April 17, 2020 (Docket No. 26) "involves a controlling question of law as to which there is substantial ground for difference of opinion and that an immediate appeal from the order may materially advance the ultimate termination of the litigation." 28 U.S.C. § 1292(b). Ingram Barge Company, LLC's Motion for Leave to Appeal (Docket No. 31) is therefore **GRANTED**.

Ingram has requested that the court certify the following issues for appeal: (1) whether "Bunge was a consignee"; and (2) whether "by receiving the bill of lading and accepting the cargo Bunge is bound by the terms of the bills of lading for those five dismissed claims." The court notes, however, that it did not hold that the first issue, in and of itself, would be determinative. To the contrary, the court observed that even a named "consignee, as a third party, will not be bound by a bill of lading unless the consignee takes some step demonstrating acceptance of the bill's terms." (Docket No. 25 at 12.) The court therefore certifies the following question for appeal: Was Bunge, by virtue of receiving Bills of Lading and accepting the goods described, bound by the forum

selection clause incorporated by reference into those Bills, despite not having been identified on the face of the Bills as the goods' consignor or the party to whose order the goods were consigned? If Ingram wishes to argue that Bunge was a consignee and that that status was determinative, it may, of course, do so.

This Order is without prejudice to either party's later appeal of any other issue, including whether the forum selection clause was validly incorporated by reference into the Bills and whether the clause was enforceable. Proceedings in this case are hereby **STAYED** pending the resolution of the interlocutory appeal.

It is so **ORDERED**.



ALETA A. TRAUGER
United States District Judge